CITY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT

Youth Work Program

| Date. |
|---|
| SUBJECT: Letter of Understanding: Agreement with Youth Organization for Youth Program |
| This letter constitutes an agreement between the City of Santa Barbara and |
| Dates(s) of group's participation: |

Please review the points below carefully. If your group wishes to make a commitment, it will need to do:

- 1. Sign one (1) copy of this letter of Understanding; and,
- 2. Provide proof of Group Liability Insurance naming the City of Santa Barbara as additionally insured for 1 million dollars in general liability.

Return these two (2) items to *Looking Good Santa Barbara*, P.O. Box 1990, Santa Barbara, California 93102, as evidence that your organization will comply with the terms and conditions of this agreement.

- 1. The Public Works Department will provide a Program Coordinator to:
 - a. Explain the program and responsibilities to your group;
 - b. Define the target area;

Data

- c. Prepare a report on your group's effectiveness in meeting the established target goals; and,
- d. Confirm eligibility for approved grant.
- 2. By the terms of this agreement, your organization is required to:
 - a. Provide an executed agreement to these terms on behalf of the organization; and an approved Hold Harmless and Indemnification Agreement for each participating volunteer, executed by the parent of guardian of the volunteer.
 - b. Provide and maintain public liability insurance sufficient to satisfy reasonable requirements of the City Risk Manager.
 - c. Provide adult supervision for youth, no less than one adult for every 12 participants.
 - d. Instruct participants to wear appropriate clothing for assignment.
 - e. Maintain control of volunteers under directions sufficient to provide for their safety at all times under the conditions of the work. Each working team of volunteers shall have a first aid kit with them.
- 3. Before the group begins its participation, an orientation will be conducted by a Program Coordinator. A parent/guardian of each participant must sign a Hold Harmless and Indemnification Agreement provided by the City prior to participation.
- 4. FORFEIT POLICY: If a group does not meet the requirements stated above, grant funds will be forfeited.

- 5. INDEMNIFICATION AND HOLD HARMLESS: The organization agrees to investigate, defend, indemnify and hold harmless the City, its authorized agents, officers, representatives and employees from and against any and all claims and demands arising from or relating to the use, conduct or management of or from any work done in or about the Youth Program curing the term thereof, or arising from any act of negligence of the organization or any of their agents, or employees, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation or corporations occurring during any said terms on, in or about the Youth Street Sweeping/Graffiti Clean-Up Program.
- 6. NOT EMPLOYEES: It is understood that individuals participation in this program, whether volunteers or supervisors, are not employees of the City of Santa Barbara and will receive no insurance coverage or employment benefits by the City.

By executing this letter, the organization accepts all of the terms and conditions set forth above.

| CITY OF SANTA BARBARA By: | ORGANIZATION By: |
|--|---------------------|
| | Name |
| Stephen T. MacIntosh Solid Waste Specialist | Print Name |
| | Title |
| | |
| | Address |